BILL NO. S-90-06- 46

SPECIAL ORDINANCE NO. S- 167-90

AN ORDINANCE approving **WATER CONTRACT #9010, MILLSTONE SECTION I** between **NORTHEASTERN CONSTRUCTION CO.**, and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the **WATER CONTRACT #9010, MILLSTONE SECTION I** by and between **NORTHEASTERN CONSTRUCTION CO.**, and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> **a water line to include: 2580+/-LF of 12", 1,580+/-LF of 8" and 3,870+/-LF of 6" ductile iron water main;**

the Contract price is Twenty-One Thousand Seventy-Five and no/100 Dollars ($21,075.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

WATER CONTRACT NO. 9010

BOARD ORDER NO. 65-90 **WORK ORDER NO. 64199**

THIS AGREEMENT, made and entered into this 13th day of June, 1990, by and between **NORTH EASTERN CONSTRUCTION CO., INC.** hereinafter called **CONTRIBUTOR**, and the **FORT WAYNE WATER UTILITY** of the **CITY OF FORT WAYNE**, Indiana, by and through the **MAYOR** and the **BOARD OF PUBLIC WORKS AND SAFETY**, of said City, hereinafter called **UTILITY, WITNESSETH:**

That the said **CONTRIBUTOR** and the said **UTILITY** for the consideration hereinafter named, agree as follows:

1. That the **UTILITY** and the **CONTRIBUTOR** shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct water main systems, including all necessary fittings to serve **MILLSTONE SECTION I** as follows:

   On Fox Orchard Run from Millstone Run Easterly 830± LF; on Fox Orchard Run from Millstone Run Westerly to its terminus; on Millstone Run from Fox Orchard Run Northerly to Wallen Road; on Millstone Run from Fox Orchard Run Southerly to Brittany Place; on Millstone Place from Brittany Place Southerly to its terminus; on Brittany Place from Millstone Run Westerly to its terminus; on Oak Bay Run from Brittany Place Southerly to Shadeland Court; on Oak Bay Run from Shadeland Court Southwesterly 260± LF; on Shadeland Court from Oak Bay Run Northerly to its terminus; on Victoria Woods Place from Fox Orchard Run Northerly 20± LF; on Victoria Woods Place from Fox Orchard Run Southerly 50± LF; on Chapel Hill Place from Fox Orchard Run Southerly 50± LF; on Timber Falls Place from Millstone Run Westerly 100± LF; on Woodland Springs Place from Millstone Run Westerly 90± LF; on Woodland Springs Place from Millstone Run Easterly to its terminus; on Laurel Hill Place from Millstone Run Westerly to its terminus and on the South side of Wallen Road from the East to the West right-of-way of Millstone Run.

   Said water line to include: 2580± LF OF 12", 1,580± lf of 8" and 3,870± LF of 6" ductile iron water main.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the **UTILITY** or approved by the **UTILITY**, which are on file in the office of the Engineering Department of the **UTILITY**, and by reference made a part hereof; and the said **UTILITY** shall furnish water through said system, when complete, in accordance with rules and regulations of said **UTILITY** and the laws, ordinances and regulations applicable thereto, now in force, or that may

hereafter be adopted.

It is, however, understood and agreed that the **UTILITY** will not furnish water through any part of parts of the water main covered hereunder, unless and until the entire system shall have been tested, disinfected, and placed in-service and accepted by said **UTILITY.**

3. It is understood and agreed by and between the parties of this contract, that the **CONTRIBUTOR** shall furnish all materials, contractual labor and equipment for the construction of said water main system through **Kurtz Excavating, Inc.** at a cost of **One Hundred Thirty-One Thousand Twenty-One and 00/100 ($131,021.00) Dollars** and that said **CONTRIBUTOR** shall pay the **UTILITY** upon execution of this contract for the necessary labor for inspecting, pressure-testing, disinfection, engineering, tap and assessment at a cost of **Six Thousand Twenty-Five and no/100 ($6,025.00) Dollars.** Therefore, the total cost of said water main system is **One Hundred Thirty-Seven Thousand Forty-Six and no/100 ($137,046.00) Dollars**, and which amount is in the contract price of this **AGREEMENT.**

It is further understood and agreed by and between the parties of this contract that said **CONTRIBUTOR** shall bear the cost of the water main on the basis of a 6" water main, the total cost of which is **One Hundred Nine thousand Nine Hundred Forty-Six and 00/100 ($109,946.00) Dollars** and which amount is the contract price of this **AGREEMENT.** Therefore, it is agreed that upon completion and acceptance of said water main system by said **UTILITY**, the **UTILITY** will pay to said **CONTRIBUTOR** the difference between the cost of material, contractual labor and equipment, as supplied by the Contractor, as referred to above and the contract price of this agreement, said difference being **Twenty-One Thousand Seventy-Five and no/100 ($21,075.00) Dollars.**

4. The **UTILITY** may approve the extension of additional water mains from the water main(s) covered in this **CONTRACT** without incurring any financial obligations to the **CONTRIBUTOR** under this contract.

5. It is further understood and agreed that, upon completion of said water main system, the **CONTRIBUTOR** or his contractor shall file a **COMPLETION AFFIDAVIT** and a **MAINTENANCE BOND** with the **BOARD OF PUBLIC WORKS AND SAFETY** of the City. The **MAINTENANCE BOND** shall run for a minimum period of one (1) year from the date of acceptance of said system of the **CITY** and shall be in the minimum amount of **Thirty-Two Thousand Seven Hundred Fifty-Five and no/100 ($32,755.00) Dollars.**

After receipt of the **COMPLETION AFFIDAVIT** and **MAINTENANCE BOND**, the **UTILITY** will make final inspection of the project. Upon finding the project to be acceptable and in full

WITNESS THE HANDS AND SEALS OF SAID PARTIES, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

_____
Charles E. Layton, Director
Public Works

_____
Michael McAlexander, Director
Public Safety

_____
Douglas M. Lehman, Director
Administration and Finance

ATTEST:

_____
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY
_____
R. David Boyer, Associate
City Attorney

CONTRIBUTOR: **NORTH EASTERN CONSTRUCTION CO., INC.**

BY: _____
J. L. Zehr, President

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 6-26-90.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY				✓
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~ (SPECIAL) ~~(ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-167-90 on the 10th day of July, 1990,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of July, 1990, at the hour of 10:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of July, 1990, at the hour of 2:00 o'clock P.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Water Contract #9010, Millstone Section I

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: The Water Contract #9010, Millstone, between City and North Eastern Construction Company, is for a water line to include: 2580 ± LF of 12", 1,580 ± LF of 8" and 3,870± LF of 6" ductile iron water main.

EFFECT OF PASSAGE: Improved water conditions to serve Millstone Sec. I

EFFECT OF NON PASSAGE: I-80-06-416

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $21,075.00 City
109,946.00 North Eastern Const. Co.

ASSIGNED TO COMMITTEE:

BILL NO. S-90-06-46

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving WATER CONTRACT #9010, MILLSTONE SECTION I between NORTHEASTERN CONSTRUCTION CO., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 7-10-90

Sandra E. Kennedy
City Clerk